

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA (LAFAYETTE)**

SHANTELE JOHNSON,

Plaintiff,

v.

EXPERIAN INFORMATION SOLUTIONS,
INC., EQUIFAX INFORMATION
SERVICES, LLC, TRANSUNION, LLC,
AND PARAMOUNT RECOVERY
SYSTEMS, L.P.,

Defendants.

Case No. 6:24-cv-01172-RRS-DJA

**DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S
ANSWER TO PLAINTIFF'S COMPLAINT**

Defendant, Equifax Information Services LLC ("Equifax"), by Counsel, files its Answer to Plaintiff's Complaint ("Complaint") as follows:

PRELIMINARY STATEMENT

Equifax denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint.

ANSWER

In response to the specific allegations in the enumerated paragraphs in the Complaint, Equifax responds as follows:

I. INTRODUCTION

1. Equifax admits Plaintiff purports to bring claims pursuant to the Fair Credit Reporting Act ("FCRA"). Equifax denies any allegation it violated the FCRA as alleged in Paragraph 1.

II. JURISDICTION AND VENUE

2. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.

3. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

III. PARTIES

4. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4.

5. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5.

6. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.

7. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. Equifax denies it is a corporation. Equifax admits to the remaining allegations in Paragraph 8.

9. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9.

10. Equifax states that the FCRA speaks for itself. To the extent Plaintiff misstates, misquotes, or mischaracterizes the FCRA, Equifax denies the allegations in Paragraph 10.

11. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11.

12. Equifax is without knowledge or information sufficient to form a belief as to the

truth of the allegations in Paragraph 12.

13. Equifax admits it is a consumer reporting agency as defined by the FCRA. Equifax denies it is a corporation. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 13.

IV. FACTS OF THE COMPLAINT

14. Equifax denies any allegation it reported inaccurate information on Plaintiff's credit file as alleged in Paragraph 14(a) and 14(b). Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 14

15. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15.

16. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16.

17. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17.

18. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18.

19. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19.

20. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20.

21. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21.

22. Equifax is without knowledge or information sufficient to form a belief as to the

truth of the allegations in Paragraph 22.

23. Equifax states that the FCRA speaks for itself. To the extent Plaintiff misstates, misquotes, or mischaracterizes the FCRA, Equifax denies the allegations in Paragraph 23.

24. Equifax states that the FCRA speaks for itself. To the extent Plaintiff misstates, misquotes, or mischaracterizes the FCRA, Equifax denies the allegations in Paragraph 24.

25. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 25.

V. FIRST CLAIM FOR RELIEF
15 U.S.C. § 1681s-2(b)(1)(A)
(Defendant Paramount)

26. Equifax restates its answers to Paragraphs 1 – 25.

27. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27.

28. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28.

29. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

30. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30.

31. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

VI. SECOND CLAIM FOR RELIEF
15 U.S.C. § 1681s-2(b)(1)(B)
(Defendant Paramount)

32. Equifax restates its answers to Paragraphs 1 – 31.

33. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

34. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

35. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

37. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

VII. THIRD CLAIM FOR RELIEF
15 U.S.C. §1681s-2(b)(1)(C)
(Defendant Paramount)

38. Equifax restates its answers to Paragraphs 1 – 37.

39. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39.

40. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40.

41. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

42. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42.

43. Equifax is without knowledge or information sufficient to form a belief as to the

truth of the allegations in Paragraph 43.

VIII. FOURTH CLAIM FOR RELIEF
15 U.S.C. §1681s-2(b)(1)(D)
(Defendant Paramount)

44. Equifax restates its answers to Paragraphs 1 – 43.

45. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46.

47. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

48. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48.

49. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49.

IX. FIFTH CLAIM FOR RELIEF
15 U.S.C. §1681s-2(b)(1)(E)
(Defendant Paramount)

50. Equifax restates its answers to Paragraphs 1 – 49.

51. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51.

52. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

53. Equifax is without knowledge or information sufficient to form a belief as to the

truth of the allegations in Paragraph 53.

54. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54.

55. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55.

X. SIXTH CLAIM FOR RELIEF
15 U.S.C. §1692e(2)(A)
(Defendant Paramount)

56. Equifax restates its answers to Paragraphs 1 – 55.

57. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57.

58. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58.

59. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59.

XI. SEVENTH CLAIM FOR RELIEF
15 U.S.C. §1692f(1)
(Defendant Paramount)

60. Equifax restates its answers to Paragraphs 1 – 59.

61. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61.

62. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62.

63. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63.

XII. EIGHTH CLAIM FOR RELIEF
15 U.S.C. §1692e(8) & 15 U.S.C. §1692e(2)
(Defendant Paramount)

64. Equifax restates its answers to Paragraphs 1 – 63.

65. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65.

66. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66.

XIII. NINTH CLAIM FOR RELIEF
15 U.S.C. § 1681e(b)
(Defendants Experian, Equifax and TransUnion)

67. Equifax restates its answers to Paragraphs 1 – 66.

68. Equifax denies the allegations in Paragraph 68. Equifax denies it violated the FCRA.

69. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 69.

70. Equifax denies the allegations in Paragraph 70.

71. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 71.

XIV. TENTH CLAIM FOR RELIEF
15 U.S.C. §1681i(a)(2)
(Defendants Experian, Equifax and TransUnion)

72. Equifax restates its answers to Paragraphs 1 – 71.

73. Equifax denies the allegations in Paragraph 73. Equifax denies it violated the

FCRA.

74. Equifax denies the allegations in Paragraph 74. Equifax denies it violated the FCRA.

75. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 75.

76. Equifax denies the allegations in Paragraph 76.

77. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 77.

78. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 78.

XV. ELEVENTH CLAIM FOR RELIEF
15 U.S.C. §1681i(a)(4)
(Defendants Experian, Equifax and TransUnion)

79. Equifax restates its answers to Paragraphs 1 – 78.

80. Equifax denies the allegations in Paragraph 80. Equifax denies it violated the FCRA.

81. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 81.

82. Equifax denies the allegations in Paragraph 82.

83. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax

denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 83.

XVI. TWELFTH CLAIM FOR RELIEF
15 U.S.C. §1681i(a)(5)
(Defendants Ezperian, Equifax and TransUnion)

84. Equifax restates its answers to Paragraphs 1 – 83.

85. Equifax denies the allegations in Paragraph 85. Equifax denies it violated the FCRA.

86. Equifax denies the allegations in Paragraph 86. Equifax denies it violated the FCRA.

87. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 87.

88. Equifax denies the allegations in Paragraph 88.

89. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 89.

XVII. THIRTEENTH CLAIM FOR RELIEF
15 U.S.C. §1681i(a)(6)(B)(iii)
(Defendants Experian, Equifax and TransUnion)

90. Equifax restates its answers to Paragraphs 1 – 89.

91. Equifax denies the allegations in Paragraph 91. Equifax denies it violated the FCRA.

92. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a

belief as to the truth of the remaining allegations in Paragraph 92.

93. Equifax denies the allegations in Paragraph 93.

94. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 94.

XVIII. FOURTEENTH CLAIM FOR RELIEF
15 U.S.C. §1681i(7)
(Defendants Experian, Equifax and TransUnion)

95. Equifax restates its answers to Paragraphs 1 – 94.

96. Equifax denies the allegations in Paragraph 96. Equifax denies it violated the FCRA.

97. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 97.

98. Equifax denies the allegations in Paragraph 98.

99. Equifax denies any allegation it caused Plaintiff to suffer any damages. Equifax denies it violated the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 99.

XIX. JURY DEMAND FOR PRAYER FOR RELIEF

100. Equifax admits that Plaintiff demands a trial by jury as stated. Equifax denies Plaintiff is entitled to any relief claimed in the “WHEREFORE” Paragraph.

WHEREFORE, having fully answered or otherwise responded to the allegations in Plaintiff’s Complaint, Equifax prays that:

(1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;

(2) it recover such other and additional relief as the Court deems just and appropriate.

DATED: October 16, 2024

Respectfully submitted,

JONES WALKER LLP

By: /s/ Madeline Melissa Freese

Madeline Melissa Freese

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*Counsel for Defendant Equifax Information
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 16, 2024, I electronically filed with the Clerk of Court the foregoing document using the CM/ECF system which will send notification of such filing to all counsel of record.

By: /s/ Madeline Melissa Freese

Madeline Melissa Freese